



CYNTHIA D. BANKS  
Director

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## COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 637-0798 (213) 380-8275 FAX

*"To Enrich Lives Through Effective And Caring Service"*

BOARD OF SUPERVISORS

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September 19, 2006

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AND AUTHORIZE FISCAL YEAR 2006-07 BUSINESS OUTREACH AND  
JOB DEVELOPMENT SERVICES CONSULTANT CONTRACT  
(WIB FUNDING PRIORITIES)  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to negotiate and execute a contract, in the amount of \$120,000 in substantially similar form to Attachment A, with Bennett-Streb & Associates to provide business outreach and job development services, effective date of Board approval, for a twelve (12) month period. This contract is fully funded with Workforce Investment Act funds (WIA).
2. Delegate authority to the Director of CSS, or designee, to execute amendments to increase or decrease the maximum contract amount by no more than 25%, based on contractor performance and availability of funding provided that: a) the amount of change does not exceed 25% of the original contract amount; b) approvals of County Counsel and the CAO are obtained prior to such amendment; c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after the execution of the amendments. This action assures full expenditure of budgeted WIA funds and is consistent with the Board's policy requiring review of contractor performance.

3. Delegate authority to the Director of CSS, or designee, to exercise two optional one-year extensions, in the original amount of \$120,000, based on availability of funding by written amendment, and after County Counsel and CAO approval, and instruct the Director of CSS to notify your Board within ten (10) workdays that the option has been exercised.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action will enable CSS to enter into a contract with Bennett-Streb & Associates for business outreach and job development services. The recommended contractor will conduct business outreach and job development activities, in an effort to establish the WorkSource California system as a valuable resource for businesses to find qualified employees. The recommended contractor's responsibilities will include, but are not limited to the following activities:

1. Identify a minimum of 480 businesses/employers, of high-growth industries, with current and future employee demands and identify the skills and attributes required for the positions available;
2. Increase the number of jobs available to the WorkSource California system by referring a minimum of 1,080 jobs, throughout the Los Angeles County WorkSource California and Youth Centers; and
3. Conduct customer satisfaction surveys of the businesses contacted and report results to CSS.

### **Implementation of Strategic Plan Goals**

The recommended actions, and the services to be provided by the contractor, support the Countywide Strategic Plan Goals of Service Excellence, Workforce Excellence, and Organizational Effectiveness.

### **Performance Measures**

CSS has set the performance for the proposed contractor at a minimum of 90% of the stated deliverables for performing business outreach and job development as outlined in the Statement of Work. The department's establishment of these performance requirements is in keeping with the County's policy directing departments to set performance requirements to measure outcomes, which is demonstrated by the Performance Counts! framework.

### **FISCAL IMPACT/FINANCING**

The cost for the Business Outreach/Job Development contract will be \$120,000 with the option to renew for a two twelve month period based on availability of funds.

There is no impact on the County general fund and funding has been included in the CSS FY 2006-07 Adopted Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Request for Proposal (RFP) process resulted in the selection of two contractors but only one is being recommended for funding. A second bidder, Employer's Group, declined the recommendation to be funded.

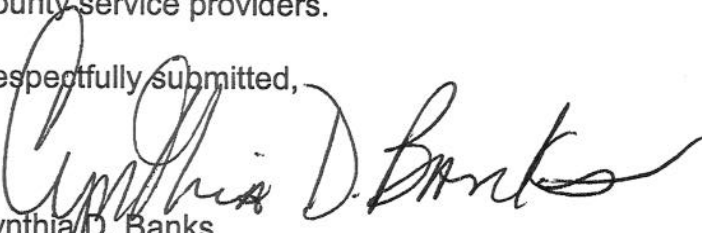
**CONTRACTING PROCESS**

CSS released an RFP on August 17, 2005 to solicit two consultants and only one proposal was submitted, which resulted in a failed solicitation. On February 23, 2006, CSS released a new RFP and two proposals were submitted. On July 1, 2006, Employer's Group notified CSS that due to internal changes, they would no longer be able to proceed contracting with the County. Given this, only the proposal with Bennett-Streb & Associates is being recommended for funding.

**IMPACT ON CURRENT SERVICES OR PROJECTS**

The increase in jobs and other business services generated by the consultants will benefit the entire WorkSource California/One-Stop system, further promoting the value of Workforce Investment Act services, and create more business for Los Angeles County service providers.

Respectfully submitted,

  
Cynthia D. Banks  
Director

Attachments (1)

c: David E. Janssen, Chief Administrative Officer  
Raymond G. Fortner, Jr., County Counsel  
Sachi Hamai, Executive Officer  
J. Tyler McCauley, Auditor-Controller



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**BENNETT-STREB & ASSOCIATES**

**FOR**

**BUSINESS OUTREACH/JOB DEVELOPMENT SERVICES**



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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
BENNET-STREB & ASSOCIATES  
FOR  
BUSINESS OUTREACH/JOB DEVELOPMENT SERVICES**

This Contract and Exhibits made and entered into this      day of September, 2006 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and Bennett-Streb & Associates, hereinafter referred to as CONTRACTOR. Bennett-Streb & Associates is located at 750 E. Green St., Pasadena, CA 91101.

**RECITALS**

**WHEREAS**, the COUNTY administers the Workforce Investment Act Employment and Training Programs ("Program");

**WHEREAS**, the Board of Supervisors has designated Community and Senior Services ("CSS") to administer these Programs;

**WHEREAS**, the COUNTY of Los Angeles CSS Department has a need for services of a temporary and special nature to assist in the administration of the Program;

**WHEREAS**, the COUNTY of Los Angeles is authorized under California Code Section 31000; and

**WHEREAS**, CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this contract.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.4, "Change Notices and Amendments" and signed by both parties.

- 1.2 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M N and O set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

EXHIBIT A	Statement of Work
EXHIBIT B	Pricing Schedule
EXHIBIT C	CONTRACTOR's EEO Certification
EXHIBIT D	COUNTY's Administration
EXHIBIT E	CONTRACTOR's Administration
EXHIBIT F	Employee's Acknowledgement of Employer
EXHIBIT G	Jury Service Ordinance
EXHIBIT H	Safely Surrendered Baby Law
EXHIBIT I	Notice to Employer Regarding the Federal Earned Income Credit
EXHIBIT J	Performance Requirements Summary, Chart and Contract Discrepancy Report
EXHIBIT K	Charitable Contributions Certifications
EXHIBIT L	Request for Cash/Invoice Form
EXHIBIT M	CONTRACTOR Acknowledgement and Confidentiality Agreement
EXHIBIT N	WorkSource California and Youth Centers
EXHIBIT O	Schedule of 2006 WIB Meetings

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the *Contract Statement of Work, Exhibit A*.

- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Contract Statement of Work (*Reference Exhibit A, Contract Statement of Work*).
- 2.3 **CONTRACTOR Project Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **COUNTY Contract Project Manager:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.
- 2.5 **COUNTY Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Project Manager.
- 2.6 **COUNTY Project Manager:** Person designated by COUNTY's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Contract Statement of Work, Exhibit A*.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) twelve (12) month period commencing after execution by COUNTY's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.



- 4.2 The COUNTY shall have the sole option to extend this Contract term for up to one (1) additional twelve (12) month period, for a maximum total Contract term of two (2) years. To implement an extension of time, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by Los Angeles COUNTY Board of Supervisors or the Director, or designee, in the event the Director, or designee, has the delegated authority to execute.
- 4.3 The CONTRACTOR shall notify CSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to CSS at the address herein provided in *Exhibit D, COUNTY's Administration*.

## **5.0 CONTRACT SUM**

- 5.1 The contract fee under the terms of this contract shall be the monetary amount payable by COUNTY on a fixed-price basis to the CONTRACTOR for supplying all services specified under this contract (*Exhibit A, Contract Statement of Work*) consistent with the costs listed in, *Exhibit B, Pricing Schedule*. The total amount of the contract shall not exceed \$120,000 for a twelve (12) month period.

The final payment to the CONTRACTOR shall be withheld pending determination by the Director that all contractual obligations are satisfactorily completed.

Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR



shall send written notification to CSS at the address herein provided in *Exhibit D, COUNTY's Administration*.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

**5.5 INVOICES AND PAYMENTS**

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Contract Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in *Exhibit B, Pricing Schedule* and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR's invoices shall be priced in accordance with *Exhibit B, Pricing Schedule*. COUNTY shall make payments to CONTRACTOR on a "per business" and "per job developed" basis as identified in the CONTRACTOR's line-item budget. CONTRACTOR's final invoice/s for each contract term shall indicate, in writing, "final invoice for contract term".

5.5.3 The CONTRACTOR's invoices shall contain the information set forth in *Exhibit A, Contract Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 5<sup>th</sup> calendar day of the month following the

month of service (*Reference Exhibit L, Request for Cash/Invoice Form*).

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Department of Community and Senior Services  
Program Accounting  
3175 W. Sixth Street, Room 205  
Los Angeles, CA 90020  
Attn: Yolanda De Ramus, Fiscal Officer

- 5.5.6 **COUNTY Approval of Invoices:** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit D, COUNTY's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **6.1 COUNTY'S PROJECT DIRECTOR**

Responsibilities of the COUNTY's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

#### **6.2 COUNTY'S PROJECT MANAGER**

The responsibilities of the COUNTY's Project Manager include:

- meeting with the CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **6.3 COUNTY'S CONTRACT PROJECT MANAGER**

The COUNTY's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT MANAGER**

The CONTRACTOR shall provide its own full time officer or employee as on-site Project Manager. The CONTRACTOR'S Project Manager for this contract is designated in *Exhibit E, CONTRACTOR's Administration*. The Project Manager or an approved alternate shall be available to meet with businesses during any hour that the business receiving services operates. The Project Manager must be available to COUNTY staff by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including all COUNTY holidays. The Project Manager shall provide overall management and coordination of this contract and shall act as the central point of contact with the CSS Department. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.1 The CONTRACTOR's Project Manager is designated in *Exhibit E, CONTRACTOR's Administration*.

7.1.2 The CONTRACTOR's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Project Manager and COUNTY's Contract Project Director on a regular basis.

7.1.3 The CONTRACTOR's Project Manager must have a minimum of five (5) years of demonstrated previous experience providing business outreach services, two (2) of which must include experience conducting job development services. One (1) of the five (5) years must include organizational development and possess organizational assessment skills

7.1.4 When contract work is being performed at times other than described above, or when the Project Manager cannot be present and with prior approval of the COUNTY's Contract Manager, an equally responsible individual shall be designated to act for the Project Manager.

7.1.5 The Project Manager shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Project Manager.

## **7.3 CONTRACTOR'S STAFF IDENTIFICATION**

7.3.1 The CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and the CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. The CONTRACTOR's staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 The CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this Contract. The CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

7.3.3 If COUNTY requests the removal of the CONTRACTOR's staff, the CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 At any time prior to or during term of this Contract, the

COUNTY may require that all CONTRACTOR's staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that the CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of this Contract. COUNTY will not provide to the CONTRACTOR or to the CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 CONFIDENTIALITY**

The CONTRACTOR shall be responsible for safeguarding all CSS information provided for use by the CONTRACTOR.

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractor's providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 The CONTRACTOR shall sign and adhere to the provisions of the "CONTRACTOR Acknowledgement and Confidentiality Agreement", Exhibit M.

## **7.6 NEPOTISM**

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution



of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **8.2 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

Before the receipt of a fully executed copy of this contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements, contracts, modifications to contracts, or other documents as may be required by the COUNTY.

## **8.3 BUDGET REDUCTIONS**

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding



approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

#### **8.4 CHANGE NOTICES AND AMENDMENTS**

8.4.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by COUNTY's CSS Director, or designee.

8.4.2 Except as provided in section 8.4.4 below, for any change which materially affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Board of Supervisors.

8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the CSS Director, or designee, and approved by COUNTY Counsel.

8.4.4 Where the Board or Supervisors has delegated the authority, CSS Director, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the CSS Director, or designee, and approved by COUNTY Counsel.

#### **8.5 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with

the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the

same must be obtained from the regulatory agency having jurisdiction thereover.

- 8.6.2 CONTRACTOR acknowledges that this Contract will be funded, in part or in whole, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 8.6.3 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 8.6.4 For Contracts over Ten Thousand Dollars (\$10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.6.5 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 8.6.6 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit C, CONTRACTOR's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as *Appendix F, Jury Service Ordinance* and incorporated by reference into and made a part of this Contract (*Exhibit G, Jury Service Ordinance*).

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are

not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any



way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

- 8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES  
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM  
PARTICIPANTS**

- 8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

- 8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

### **8.12.2 Chapter 2.202 of the COUNTY Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

### **8.12.3 Non-responsible CONTRACTOR**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.



#### **8.12.4 CONTRACTOR Hearing Board**

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
2. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was

imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.12.5 Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The

CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used (*Reference Exhibit H, Safely Surrendered Baby Law*).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized

officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

#### **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

#### **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other



compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.21.4 The CONTRACTOR shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

## **8.22 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

**8.23.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

COUNTY of Los Angeles, CSS Department  
Contracts Management Division - WIA  
3175 W. Sixth Street, Room 307  
Los Angeles, CA 90020  
Attn: Carol Domingo, Manager  
Fax: 213-639-1695



prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.23.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

**8.23.3 Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may

deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

**8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

**8.23.5 Compensation for COUNTY Costs:** In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

**8.23.6 Insurance Coverage Requirements for Subcontractors:** The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

- The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The

COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** - insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$300,000
Each Occurrence:	\$300,000

**8.24.2 Automobile Liability** - written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**8.24.3 Workers' Compensation and Employers' Liability** - Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

## **8.25 LIQUIDATED DAMAGES**

**8.25.1** If, in the judgment of the Department Head, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

**8.25.2** If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the CONTRACTOR over a certain time span, the Department

Head will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances, action, as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit J*, hereunder, will be taken.

8.25.3 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

## **8.26 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit C - CONTRACTOR's EEO Certification*.

- 8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.
- 8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-

discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict CSS from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY's Project Manager and/or COUNTY's Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY's Project Manager or COUNTY's Project Director is not able to resolve the dispute, the CSS Director, or designee shall resolve it.

#### **8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015 (*Reference Exhibit I, Internal Revenue Service Notice 1015*).



### **8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit H, Safely Surrendered Baby Law*, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibit D, COUNTY's Administration*, and *Exhibit E, CONTRACTOR's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CSS Director, or designee, shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section

6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 PUBLICITY**

- 8.36.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

- 8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this

Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree

as if such Subcontractor(s) were the CONTRACTOR employees.

- 8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Department of Community and Senior Services  
Contracts Management Division – WIA Unit  
3175 W. Sixth Street, Room 307  
Los Angeles, CA 90020  
Attn: Carol Domingo, Manager  
Fax: 213-639-1695

before any Subcontractor employee may perform any work hereunder.



**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

**8.41 TERMINATION FOR CONVENIENCE**

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.41.4 After the receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his



termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

#### **8.42 TERMINATION FOR DEFAULT**

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess

costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five

Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of CSS, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.43.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 8.43.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

- 8.44.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

- 8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.1.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code.
- 9.1.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the COUNTY any difference between the contract amount and what the COUNTY's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).



The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

## **9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.2.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.
- 9.2.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

9.2.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under Sub-paragraph 9.4.4 for any of the CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

### **9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

9.3.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

#### 9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete *Exhibit K, Charitable Contributions Certification*, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202)

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**IN WITNESS WHEREOF**, COUNTY has caused this Contract to be subscribed on its behalf by the Directory of Community and Senior Services or her designee, and CONTRACTOR subscribed the same through its authorized officer on the day, month and year first above written. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
**CYNTHIA D. BANKS, Director**  
**Community and Senior Services**

\_\_\_\_\_

**APPROVED AS TO FORM:**  
**COUNTY COUNSEL**

By: \_\_\_\_\_  
Deputy

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

# **EXHIBIT A**

## **CONTRACT STATEMENT OF WORK**

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# **EXHIBIT A**

## **CONTRACT STATEMENT OF WORK (SOW)**

### **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

### **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

### **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information

- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **1.0 SCOPE OF WORK**

- 1.1 The CONTRACTOR shall provide business outreach and job development services to medium-to-large-sized business (defined as businesses with 100 employees or more) in Los Angeles County.

- 1.2 Background

The Workforce Investment Act (WIA) emphasizes connection between workforce and economic development. This legislation encourages the active participation and partnering between the business community and economic development organizations in the workforce development system. As a vehicle in furthering this emphasis in the law, the Los Angeles County Workforce Investment Board (LACWIB) will implement a Business Outreach and Job Development project that will entail the hiring of two consultants.

- 1.3 Purpose

The purpose of this project is to promote the building of key relationships with medium-to-large sized businesses that are part of industry groups showing the potential for growth (i.e. employment opportunities) and to assist them with their employee needs. As these relationships are developed, the intent is for each consultant to maintain a coordinated process for connecting the job opportunities resulting from identified business relationships with

the Los Angeles County WorkSource California (WSC) and Youth Centers and ensure a timely response to the businesses' employment needs. Upon selection and execution of an Agreement, each consultant will be required to work with a designated Community and Senior Services (CSS) Project Coordinator that will ensure that deliverables are met. The consultants will be required to report their day-to-day work activities to the CSS Project Coordinator and develop a monthly report to both the County and WIB.

Each consultant, through the business contacts they make, will be required to identify current job openings and anticipated job openings within the County, as well as the specific skill-sets and certification requirements. Each consultant will focus on specialty and growth areas that will be continued sources of job opportunities. It is expected that each consultant will have insight into which major employers in the County will experience growth within a 30-90 day period, in order to share this knowledge with the WSC system, in an effort to prepare/train likely candidates for those jobs. Each consultant shall assist with the facilitation of customized training programs via the WSC system as needed.

Each consultant shall make key contacts and develop linkages with local business service providers such as the Los Angeles Economic Development Corporation (LAEDC), Small Business Development Centers, Small Business Association and chambers of commerce to access the business community. Each consultant will perform business outreach and job development efforts for the Workforce Investment system to the business community and promote the use of WSCs through the following monthly performance-based activities:

## **2.0 SPECIFIC TASKS**

To meet the stated objectives, the CONTRACTOR shall provide the following services on a fee-for-service basis:

- 2.1 CONTRACTOR shall provide business outreach to at a minimum of 480 new businesses not currently being assisted by the WorkSource California system (*Reference Sample Contract, Exhibit B, Pricing Schedule*, for performance measure) of which no less than 25% will be introduced (connected) to the Los Angeles County WSC and Youth Centers. Businesses contacted must be identified as part of a high-growth industry and demonstrate an availability of job openings. Outreach to businesses must be conducted with the result of developing jobs. Meetings with the business will include



informal sessions with human resource executives and managers to explain all the services available through the Los Angeles County WSC system.

- 2.1.1 CONTRACTOR shall document all business contacts including the business name, address, phone number, contact person and his/her title. Those businesses that are connected to the WSC system must be noted in the same manner; this is to be attached with each monthly invoice.
- 2.1.2 CONTRACTOR must conduct business outreach utilizing recognized industry strategies such as, but are not limited to the following: Economic Development Department Labor Market Information Division data, industry clusters, industries/businesses experiencing growth.
- 2.2 CONTRACTOR shall identify at a minimum 1,080 new job openings (*Reference Sample Contract Exhibit B Pricing Schedule*, for performance measure) for the Los Angeles County WSC and Youth Centers and refer these jobs to the Los Angeles County WSC and Youth Centers by making them available to the CSS Project Coordinator for initial distribution. It is the responsibility of the WorkSource and Youth Center staff to attempt to fill positions identified by the consultants and verify the same with the project coordinator.
  - 2.2.1 CONTRACTOR shall identify the specific skills and certification requirements for each job opportunity shared with the WSC system and include this as part of the referral to the CSS Project Coordinator.
  - 2.2.2 CONTRACTOR shall, as needed, assist with the development of customized training programs with those employers and jobs developed as a result of conducting business outreach throughout the Los Angeles County WSC and Youth Centers.
- 2.3 CONTRACTOR shall manage and track businesses contacted and jobs developed by utilizing the software acquired and housed by CSS.
- 2.4 CONTRACTOR shall conduct follow-up customer satisfaction questionnaires and report results to CSS.
- 2.5 CONTRACTOR shall develop and submit monthly written status reports on all outreach and job-development activities specifying: 1)



*Assigned Tasks*, such as number of businesses contacted, number of jobs developed, etc.; 2) *Outcomes/Accomplishments*; and 3) *Pending Issues*, along with supporting documentation, which reflect that the performance measures, are being met. Such supporting documentation may include agendas of meetings, copies of meeting minutes and of sign-in sheets, flyers for job fairs, business trainings and networking events that were distributed to the system.

- 2.6 CONTRACTOR shall, as requested, report to the Business Services/Marketing Committee and at full WIB meetings on activities undertaken during the previous months (since the last report), addressing how many business contacts were made and introduced to the Los Angeles County WSC and Youth Centers, how many were referred to the Los Angeles County WSC and Youth Centers, and how many jobs were developed. The consultants will report directly to the WIB Support Program Manager.
- 2.7 During the course of conducting business outreach, in the event a company/business is identified as experiencing difficulties (i.e., plant closures, planned layoffs, or are in need of layoff aversion assistance) CONTRACTOR must notify the CSS Rapid Response (RR) coordinator within 24 hours so required and allowable RR services can be provided by the RR unit. Notification may be in the form of a phone call, e-mail or fax to the RR coordinator.
- 2.8 Both CONTRACTORS contracted by the County will be required to communicate with each other about which areas of the County are being targeted or which businesses have been contacted, so as not to duplicate services or contact the same business multiple times. A plan to avoid duplication is to be developed by both consultants and approved by CSS management during contract negotiation.
- 2.9 CONTRACTOR shall provide business outreach and job development services during any hour that the business operates or as the business' schedule dictates.
- 2.10 CONTRACTOR shall focus business outreach and job development efforts on specific industry clusters to be determined by the WIB.
- 2.11 CONTRACTOR shall focus outreach to businesses, and resulting job development, on but is not limited to, industries and their clusters identified by the Los Angeles County Workforce Investment Board as "high-growth" industries."

### **3.0 QUALITY CONTROL**

The CONTRACTOR(s) shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed in the Sample Contract, Exhibit J, Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) that will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Section 8.38, "Record Retention and Inspection."
- 3.4 The methods for ensuring uninterrupted service to CSS in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the CONTRACTOR(s) being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records is maintained while in the care of CONTRACTOR'S employees.
- 3.6 The methods for maintaining security of records and the methods for preventing the loss or destruction of data.

### **4.0 QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies that COUNTY

determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR(s). If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in the Sample Contract, Exhibit J, Performance Requirements Summary, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

#### 4.1 Performance Evaluation Meetings

The COUNTY'S Contract Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by CSS personnel shall be signed by the COUNTY'S Contract Manager and the CONTRACTOR'S Project Director. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule or as required by COUNTY.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) that, in the opinion of the COUNTY Contract Manager, is unsatisfactory will be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

## 5.0 DEFINITIONS

5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before CSS can apply damages as specified in the Sample Contract, Exhibit J, Performance Requirements Summary. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies that CSS recognizes that defective performance sometimes

happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to CSS against the monthly charge for the CONTRACTOR'S service.

- 5.2 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR(s) of faulty service. The CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.
- 5.3 County Project Manager: Person designated by County's Project Director to manage the operations under this Contract.
- 5.4 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.5 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.6 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court, for attorney's fees and costs incurred in the action brought.
- 5.7 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract that will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR(s). (*Refer Sample Contract, Exhibit J, Performance Requirements Summary*).
- 5.8 Quality Assurance Evaluator (QAE) - The CSS employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 5.9 Quality Assurance Plan (Surveillance Plan) - The plan developed by CSS specifically to monitor contract compliance with the

elements listed in the PRS, *Sample Contract, Exhibit J, Performance Requirements Summary*.

- 5.10 Quality Control Program - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work and PRS.
- 5.11 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.
- 5.12 User Complaint Report (UCR) - A report prepared by CSS personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR(s).
- 5.13 Workday - Workdays are dictated by the business' hours being served and by CSS' standard work hours.

## **6.0 PERSONNEL**

### **6.1 Key COUNTY Personnel**

#### **6.1.1 COUNTY Contract Manager**

The CSS Interim Director of the County of Los Angeles, or her designee, is designated COUNTY Contract Manager and will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

- 6.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information, operations and procedural requirements.

- 6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Contract, *Section 8.4*.

- 6.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

### **6.2 Key CONTRACTOR Personnel**



6.2.1 CONTRACTOR Project Manager

The CONTRACTOR shall provide its own full-time officer or employee as Project Director. The Project Director or an approved alternate shall be The Project Director or an approved alternate shall be available to meet with businesses during any hour that the business operates. The Project Manager must be available to County staff by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including all County holidays. The Project Manager shall provide overall management and coordination of the contract services on the Contractor's behalf and shall act as the central point of contact with CSS.

- 6.2.2 When contract work is being performed at times other than described above, or when the Project Manager cannot be present, and with prior approval of the County's Contract Manager, an equally qualified individual shall be designated to act for the Project Manager.
- 6.2.3 The Project Manager shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- 6.2.4 The Project Manager shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, including County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.2.5 The Project Manager must have at least five (5) years of demonstrated previous experience providing business outreach services, two (2) of which must include experience conducting job development services. One (1) of the five (5) years must include organizational development and the Project Manager must possess organizational assessment skills.
- 6.2.6 The Project Manager and alternate must be able to read, write, speak and understand English.
- 6.2.7 COUNTY shall have the right to review the qualifications and approve the Project Manager and any replacement recommended by CONTRACTOR.



### 6.3 Other CONTRACTOR Personnel

- 6.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 6.3.2 All personnel must be able to read, write, spell, speak and understand English.
- 6.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California. (Reference Exhibit C, Contractor's EEO Certification.)
- 6.3.4 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.
- 6.3.5 All persons working on this contract must sign an "Employee's Acknowledgement of Employer" (Reference Exhibit F). **CONTRACTOR shall retain original signed Acknowledgment of Employer Form and forward a copy to Contract Manager within five (5) business days of start of employment.**

## 7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all CSS information provided for use by the CONTRACTOR.

### 7.1 Confidentiality of Records

By State law (California Welfare and Institutions Code Section 10850 and MPP Division 19) all records and CSS case information that is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County CSS Department.

- 7.2 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.
- 7.3 CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.
- 7.4 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S systems, or to any safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

## **8.0 COUNTY-FURNISHED PROPERTY AND SERVICES**

The COUNTY shall provide CONTRACTOR no real property and/or equipment necessary to perform the services required by the Statement of Work.

## **9.0 CONTRACTOR-FURNISHED ITEMS**

The CONTRACTOR shall furnish all personnel and equipment necessary to perform all services required by the Performance Work Statement.

## **10.0 HOURS/DAY OF WORK**

The CONTRACTOR may be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

## **11.0 UNSCHEDULED WORK**

The CONTRACTOR agrees that any work performed outside the scope of the "Statement of Work" section of this document, without the prior written approval of the COUNTY in accordance with Contract, Section 8.4, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

## 12.0 PERFORMANCE REQUIREMENTS SUMMARY

A standard level of performance will be required of CONTRACTOR in the areas of High-Risk/High-Needs Employment services. *Exhibit J, Performance Requirements Summary* summarizes the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit J, Performance Requirements Summary*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

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## PRICING SCHEDULE (SAMPLE)

The following is to be filled out by the proposer/consultant and breaks down the schedule of rates to be paid upon completion of deliverables as outlined in *Exhibit B, Contract Statement of Work*. Please note that the line-item budget must justify costs indicated per month (*Reference RFP, Section 2.10.6, Cost Narrative Sheet*):

### Schedule for Business Outreach:

	<b>Deliverable (# of Businesses)</b>	<b>Amount</b>
Month #1	-	\$8,000
Month #2	44	\$8,000
Month #3	44	\$8,000
Month #4	44	\$8,000
Month #5	44	\$8,000
Month #6	44	\$8,000
Month #7	44	\$8,000
Month #8	44	\$8,000
Month #9	44	\$8,000
Month #10	44	\$8,000
Month #11	44	\$8,000
Month #12	44	\$8,000
<b>YEAR TOTAL*</b>	484	\$96,000

\*Year total cannot be less than the minimum stated in the Request for Proposal, which is 480 businesses.

### Schedule for Job Development:

	<b>Deliverable (# of Jobs)</b>	<b>Amount</b>
Month #1	-	-
Month #2	100	\$2,100
Month #3	100	\$2,100
Month #4	100	\$2,100
Month #5	100	\$2,100
Month #6	100	\$2,100
Month #7	100	\$2,100
Month #8	100	\$2,100
Month #9	100	\$2,100
Month #10	100	\$2,100
Month #11	100	\$2,100
Month #12	100	\$2,100
<b>YEAR TOTAL*</b>	1,100	\$23,100

\*Year total cannot be less than the minimum stated in the Request for Proposal, which is 1,080 jobs to be developed.

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT MANAGER:

Name: Maggie Mireles  
Title: Program Manager, Workforce Investment Act Planning & Operations Division  
Address: 3175 West 6<sup>th</sup> Street, Room 304, Box 15  
Los Angeles, CA 90020  
Telephone: \_\_\_\_\_  
Facsimile: 213-381-8120  
E-Mail Address: mmireles@co.la.ca.us

### COUNTY CONTRACT MANAGER:

Name: Carol Domingo  
Title: Program Manager, Contracts Management Division  
Address: 3175 West 6<sup>th</sup> Street, Room 203, Box 11  
Los Angeles, CA 90020  
Telephone: \_\_\_\_\_  
Facsimile: 213-480-0926  
E-Mail Address: cdomingo@css.co.la.ca.us

### COUNTY CONTRACT PROJECT MONITOR:

Name: Jackie Lynn Sakane  
Title: Program Manager, Contract Compliance Division  
Address: 3175 West 6<sup>th</sup> Street, Room 403, Box 3  
Los Angeles, CA 90020  
Telephone: \_\_\_\_\_  
Facsimile: 213-637-3468  
E-Mail Address: jsakane@css.co.la.ca.us



CONTRACTOR'S ADMINISTRATION INFORMATION

CONTRACT NO. \_\_\_\_\_ CONTRACTOR'S NAME \_\_\_\_\_

CONTRACTOR'S PROJECT MANAGER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Notices to Contractor shall be sent to the following address:

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

EXHIBIT F

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR(s)

Copy must be forwarded by CONTRACTOR(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

**JURY SERVICE ORDINANCE**  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The Board of Supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees that serve on juries. This creates a potential financial hardship for employees that do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, that pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity that has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident that is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match an inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700, or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0, or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810, or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300, or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100, or a successor provision.
- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the Chief Administrative Officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

#### **2.203.030 Applicability.**

This chapter shall apply to contractors that enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts that are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

#### **2.203.050 Other Provisions.**

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten (10) or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding 12 months that, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten (10) employees and annual gross revenues in the preceding 12 months that, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business that is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.**



**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Garitland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Alta Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Dori Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

**Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.**

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*





Department of the Treasury  
 Internal Revenue Service

**Notice 1015**

(Rev. December 2003)

**Have You Told Your Employees About the  
 Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers. A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

*Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can  
 Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC  
 Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

**Notice 1015**  
 (Rev. 12-2003)

PERFORMANCE SUMMARY REQUIREMENTS

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The CSS Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Sampling/Inspections
- Monthly Monitoring of Meeting Performance Numbers
- Monthly Monitoring of Customer Satisfaction Questionnaires

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in *Appendix J, Performance Requirements Summary (Chart)*. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of CSS personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in *Appendix J, Performance Requirements Summary (Chart)*.

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by CSS to be unacceptably performed at no additional cost to COUNTY.

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# EXHIBIT J

## PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor is providing business outreach to medium to large sized business in high-growth industries (monthly performance goal, (Exhibit A, 2.1 and Exhibit B).	100% Adhere to County requirement s (Exhibit B)	10%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	Fixed fee contract. Contractor will be paid per business. See information below table.
Contractor is documenting all business contacts (Exhibit A, 2.1.1)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor is utilizing various strategies to conduct business outreach (Exhibit A, 2.1.2)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor is providing job development services to medium to large sized businesses in high-growth industries (Exhibit A, 2.2 and Exhibit B)	100% Adhere to County requirement s (Exhibit B)	10%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	Fixed fee contract. Contractor will be paid per job developed. See information below table.
Contractor is conducting follow-up customer satisfaction questionnaires and reporting results to CSS (Exhibit A, 2.2.1)	100% Adhere to County requirement s	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.

**EXHIBIT J**

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor is identifying skills and certification requirements for each job opportunity developed and shared with the WSC system and including in referral to CSS project coordinator (Exhibit A 2.2.2)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor is shall assist, as needed, with development of customized training programs with employers and jobs developed as result of conducting outreach (Exhibit A, 2.2.3)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor shall manage and track businesses contacted utilizing software acquired and housed by CSS (Exhibit A, 2.3)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor shall develop and submit monthly written status reports on all outreach and job development activities (Exhibit A, 2.4)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor shall, as requested, report to the WIB Business Services/Marketing Committee and full WIB on activities (Exhibit A, 2.5)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.

**EXHIBIT J**

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
During the course of conducting business outreach, in the event a company/business is identified as experiencing difficulties (i.e. closures, downsizing, etc.), Contractor must immediately notify CSS Rapid Response coordinator (Exhibit A, 2.6)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor communicates with the other contractor in an effort to avoid duplication of services for business outreach and job development, and submit a plan to avoid duplication (Exhibit A, 2.7)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor shall provide business outreach and job development during any hour that the business operates, or as the business' schedule dictates (Exhibit A, 2.8)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.
Contractor shall focus business outreach and resulting job development on, but is not limited to, industries and their clusters identified by the L.A. County WIB as high-growth industries (Exhibit A, 2.10)	100%	0%	- User and/or Staff complaints - Random sampling/inspections - Monthly monitoring of performance numbers	See information below table.

**EXHIBIT J**

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Quality Control Plan (Exhibit A, 3.0)	100% Adhere to County requirement s	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	See information below table.
Contractor in compliance with Standard Terms and Conditions (Contract)	100% Adhere to County requirement s	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	See information below table.

Performance will be measured by ensuring each CONTRACTOR meets monthly deliverables, as outlined in Appendix A, Sample Contract, Exhibit A, Statement of Work and Exhibit B, Pricing Schedule. In the event the CONTRACTOR(s) do not meet their deliverables, with at least 90% rate, the following corrective action process will be taken:

- First occurrence: CONTRACTOR will receive a cautionary letter (reference Contract Discrepancy Report, Appendix J, attached);
- Second occurrence: CONTRACTOR will be requested to submit a Corrective Action Plan (CAP), which must be approved by the County; and
- Third occurrence: contract may be terminated if the CONTRACTOR has not adhered to the previously approved CAP.

For deliverables not tied to a monthly performance number, CSS may follow the same course of action, as stated above, in the event the CONTRACTOR(s) fails to comply with the contract's Statement of Work.

1. The County must approve any CAP submitted by the CONTRACTOR;
2. The County will provide regular feedback on the CONTRACTOR'S performance in meeting their deliverables and the method being used; and
3. The County will work with the CONTRACTOR to ensure improvement and completion of deliverables.

**CONTRACT DISCREPANCY REPORT****TO:****FROM:****DATES:**

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DISCREPANCY  
PROBLEMS:**\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**COUNTY ACTIONS:**

## EXHIBIT J

### CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

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Contractor Representative's Signature and Date

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**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act that regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (Please Print)

# REQUEST FOR CASH AND INVOICE

EXHIBIT L

Consultant/Contractor:		Report Period:	
Address:			
<b>I. SUBGRANT INFORMATION</b>			
1. Subgrant/Contract Number			
2. Report Revision Number			
<b>II. 1. TOTAL EXPENDITURES</b>		\$ -	
<b>2. TOTAL CASH REQUESTED</b>			
<b>III. ADMINISTRATIVE EXPENDITURES</b>			
1. Administrative Budget		\$ -	
2. Expenditures			
A. Administrative Cash Expenditures			
B. Administrative Accrued Expenditures			
C. TOTAL ADMINISTRATIVE EXPENDITURES		\$ Not Applicable	
3. Cash Rec'd/Invoiced to Date			
4. Cash Balance (2C - 3)		\$ -	
5. Available Funds		\$ -	
<b>IV. OTHER REPORTABLE ITEMS (ADMIN)</b>			
1. Non-Fed Supp (Stand-in)		Not Applicable	
2. Program Income Earned			
3. Program Income Expended			
<b>V. CUMULATIVE EXPENDITURES (PROGRAM)</b>			
	Program Budget	Cash Expenditures	Accrued Expenditures
1. Business Outreach			\$ -
2. Job Development			\$ -
3. TOTAL PROGRAM EXPENDITURES	-	-	\$ -
4. Cash Rec'd/Invoiced to Date			\$
5. Cash Balance (3 - 4)			\$
6. Available Funds			\$
<b>VI. OTHER REPORTABLE ITEMS (PROGRAM)</b>			
1. Non-Fed Supp (Stand-in)		Not Applicable	
2. Program Income Earned			
3. Program Income Expended			
<b>VII. COMMENTS</b>			
<b>VIII. CERTIFICATION</b>			
1. Authorized Signature		2. Title	3. Phone Number
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
<b>CSS STAFF USE ONLY</b>			
Program Staff Review:		Date:	
Fiscal Review:		Date:	
Fiscal Approval:		Date:	
Amount Paid:		Enc. No:	

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**EXHIBIT N, LOS ANGELES COUNTY  
WORKSOURCE CALIFORNIA AND YOUTH CENTERS**



**WORKSOURCE CENTERS**

<p align="center"><b>Antelope Valley WorkSource Center</b> 1420 West Avenue I Lancaster, CA 93534</p> <p>Phone: (661) 726-4128 FAX: (661) 945-5767 SKemp@edd.ca.gov TTY: 800 815-9387 Shirley Kemp</p>	<p align="center"><b>JVS/West Hollywood WorkSource Center</b> 5757 Wilshire Blvd., Promenade 3 Los Angeles, CA 90036</p> <p>Phone: (323) 904-4900 FAX: (323) 904-4905 vsernas@JVSLA.org TTY: 800 735-2929 Veronica Sernas</p>
<p align="center"><b>Career Partners WorkSource Center</b> 3505 No. Hart Avenue Rosemead, CA 91770</p> <p>Phone: (626) 572-7272 FAX: (626) 572-9100 Rgibbs@careerpartners.org TTY: 626 569-0682 Raymond L. Gibbs</p>	<p align="center"><b>L.A. Works WorkSource Center</b> 5200 Irwindale Ave., Suite 130 Irwindale, CA 91706</p> <p>Phone: (626) 960-3964 FAX: (626) 960-6777 Sharip@LAWorks.Org TTY: 626 856-3735 Sal Velasquez</p>
<p align="center"><b>Carson/Lomita/Torrance WorkSource Center</b> <i>*Serving the Residents of Palos Verdes*</i> One Civic Plaza, Suite 500 Carson, CA 90745</p> <p>Phone: (310) 518-8100 FAX: (310) 518-8215 ffulton@torrnet.com TTY: 310 518-8193 Patricia Unangst</p>	<p align="center"><b>L. A. Urban League City of Pomona WorkSource Center</b> 264 East Monterey Avenue Pomona, CA 91767</p> <p>Phone: (909) 623-9741 FAX: (909) 622-4125 Bdent@laur.org TTY: 909/469-2561 Barbara Dent-Jiles</p>
<p align="center"><b>Chicana Service Action Center</b> 3601 East First Street Los Angeles, CA 90063</p> <p>Phone: (323) 264-5627 FAX: (323) 980-1775 Ana.castillo@lacsac.com TTY: 213 629-5800 Sophia Esparza</p>	<p align="center"><b>L. A. Urban League Business and Career WorkSource Center</b> 12700 South Avalon Blvd Los Angeles, CA 90061</p> <p>Phone: (323) 600-1106 FAX: (323) 600-0188 Mjohnson@laur.org TTY: 323 242-2385 Munzel Johnson</p>
<p align="center"><b>Central San Gabriel Valley WorkSource Center</b> 10507 East Valley Blvd. El Monte, CA 91731</p> <p>Phone: (626) 258-0365 FAX: (626) 258-0428 mave@goodwillsocial.org TTY: 626 442-1576 Marguerite Ave</p>	<p align="center"><b>Northeast San Fernando Valley WorkSource Center</b> 11623 Glenoaks Boulevard Pacoima, CA 91331</p> <p>Phone: (818) 890-9400 FAX: (818) 899-5530 quevedom@wsca.cc TTY: 818 890-9452 Maricella Quevedo</p>
<p align="center"><b>Compton CareerLink WorkSource Center</b> 700 No. Bullis Road Compton, CA 90221</p> <p>Phone: (310) 605-3050 FAX: (310) 605-3067 McKenzie@comptoncity.org TTY: 310 537-8072 Kimberly McKenzie</p>	<p align="center"><b>Santa Clarita WorkSource Center</b> 20655 Soledad Canyon Road, Suite 25 Santa Clarita, CA 91351</p> <p>Phone: 661 424-1062 FAX 661 424-0651 cadams@santa-clarita.com TTY: 661 799- 7110 Cheryl Adams</p>
<p align="center"><b>East Los Angeles Employment &amp; Business WorkSource Center (ACS)</b> 5301 Whittier Blvd. Los Angeles, CA 90022</p> <p>Phone: (323) 887-7122 FAX: (323) 887-8236 Elaworksource@netscape.net TTY: 323 832-1279 Manny Cons</p>	<p align="center"><b>SASSFA WorkSource Center</b> 9825 Painter Avenue Whittier, CA 90605</p> <p>Phone: (562) 946-2237 FAX: (562) 946-5818 Kkain@myjoblink.org TTY: 562 906-5807 Kirk Kain</p>



# EXHIBIT N, LOS ANGELES COUNTY WORKSOURCE CALIFORNIA AND YOUTH CENTERS

<b>El Proyecto Del Barrio/SFV WorkSource Center</b> <b>Sun Valley Workforce Industry</b> 9024 Laurel Canyon Blvd Sun Valley CA 91352 <b>Phone: (818) 504-0334</b> <b>FAX: (818) 504-2625</b> <a href="mailto:Mduran@wscalnetwork.org">Mduran@wscalnetwork.org</a> <b>TTY: 877 877-5379</b> <b>Magdalena Duran</b>	<b>SASSFA – Paramount Employment &amp; Training Center</b> 15749 California Avenue Paramount, CA 90723 <b>Phone: (562) 633-9511</b> <b>Fax: (562) 633-9514</b> <a href="mailto:icapp@myjoblink.org">icapp@myjoblink.org</a> <b>TTY: (562) 946-2237</b> <b>Jenifer Capp</b>
<b>Foothill Employment &amp; Training Connection</b> <i>*Serving the Residents of Altadena*</i> 1207 East Green Street Pasadena, CA 91106 <b>Phone: (626) 796-5627</b> <b>FAX: (626) 304-7902</b> <a href="mailto:Drussell@foothilletc.org">Drussell@foothilletc.org</a> <b>TTY: 800 815-9385</b> <b>Dianne Russell</b>	<b>South Bay Workforce Investment Board</b> <i>*Serving the Residents of Lennox*</i> 11539 Hawthorne Blvd., Suite 500 Hawthorne, CA 90250 <b>Phone: (310) 970-7700</b> <b>FAX: (310) 970-7711</b> <a href="mailto:jvogel@sbwib.org">jvogel@sbwib.org</a> <b>TTY: 800 735-2922</b> <b>Jan Vogel</b>
<b>South Valley WorkSource Center</b> 1817 E. Avenue Q, Units 9 – 12 Palmdale, CA <b>Phone: (661) 265-7421</b> <b>Fax: (661) 265-9322</b> <a href="mailto:agardner@goodwillsocial.org">agardner@goodwillsocial.org</a> <b>Angela Gardner</b>	<b>West Los Angeles WorkSource Center</b> 13160 Mindanao Way, Suite 240 Marina del Rey, CA 90292 <b>Phone: (310) 309-6000</b> <b>FAX: (310) 309-6032</b> <a href="mailto:Acooper@cpcla.com">Acooper@cpcla.com</a> <b>TTY: 310 309-6045</b> <b>Angie Cooper</b>
<b>Hub Cities WorkSource Center</b> 2677 Zoe Avenue, 2 <sup>nd</sup> Floor Huntington Park, CA 90255 <b>Phone: (323) 586-4700</b> <b>FAX: (323) 586-4702</b> <a href="mailto:Kennelly@hubcities.org">Kennelly@hubcities.org</a> <b>TTY: 323 586-3597</b> <b>Jeff Kennelly</b>	

## YOUTH CENTERS

AGENCY	EX. DIRECTOR	PHONE #	ADDRESS
A. A. D. A. P., Inc.	Mike Watanabe	(323) 293-6284 (323) 295-4075 F	5318 S. Crenshaw Blvd., Los Angeles, CA 90043
Career Partners RM	Raymond L. Gibbs	(626) 572-7272 (626) 572-9100 F	3505 N. Hart Avenue, Rosemead, CA 91770
Career Partners EM	Johnene Leyba	(626) 448-7224 (626) 448-7237 F	10501 E. Valley Boulevard, 3rd Fl., Suite 1880, El Monte, CA 91731
Archdiocesan Youth Employment Catholic Charities of L.A	Robert L. Gutierrez	(213) 736-5456 (213) 736-5654 F	3250 Wilshire Blvd., Suite 1010, Los Angeles, CA 90010
City of Compton	Kimberly McKenzie	(310) 605-5586 (310) 605-0322 F	700 North Bullis Road, Compton, CA 90221
Communities In School	Shirley Allen	(310) 637-7422 (310) 639-7129 F	1601B W. Rosecrans Ave., Compton, CA 90220
Door of Hope	Shirley A. Melendez	(323) 262-2777 (323) 262-3610 F	1414 S. Atlantic Blvd, Los Angeles, CA 90022
L. A. WORKS	Salvador Velasquez	(626) 960-3964 (626) 962-0064 F	5200 Irwindale Ave., Suite 210, Irwindale, CA 91706
Foothill WIB- Pasadena One-Stop Career Center	Phillip L. Dunn	(626) 584-8381 (626) 304-7902 F	1207 East Green St. Pasadena, CA 91106
Goodwill Industries of Southern California	Laura Duncan	(323) 539-2184 (323) 343-9927 F	342 San Fernando Road Los Angeles, CA 90031
HUB Cities	Jeff Kennelly	(323) 586-4720 (323) 586-4702 F	2677 Zoe Ave. Huntington Park, CA 90255
Innovative Educational Systems	Rodney R. Brown	(323) 820-9314 (323) 820-1556 F	2301 West Imperial Highway Inglewood, CA 90303

**EXHIBIT N, LOS ANGELES COUNTY  
WORKSOURCE CALIFORNIA AND YOUTH CENTERS**

<b>Jewish Vocational System (JVS)</b>	<b>Vivian Seigel</b>	(323) 761-8888 (323) 761-8581 F	6505 Wilshire Blvd., Los Angeles, CA 90048
<b>LA County Office of Education (LACOE)</b>	<b>Carole Suydam</b>	(213) 637-3106 (213) 637-3117 F	3055 Wilshire Blvd., Suite 1100, Los Angeles, CA 90010
<b>Maravilla Foundation</b>	<b>Alex Sotomayor</b>	(323) 869-4528 (323) 278-7788 F	5729 Union Pacific Avenue, Los Angeles, CA 90022
<b>Mexican American Opportunity Foundation (MAOF)</b>	<b>Martin Castro</b>	(323) 890-9600 (323) 890-9637 F	972 South Goodrich Blvd. Los Angeles, CA 90022
<b>Raevery's Resource Center</b>	<b>Sherai Henderson</b>	(323) 752-9981 (323) 752-9985 F	20630 Leapwood Avenue, Ste c Carson, CA 90746
<b>SASSFA</b>	<b>Kirk Kain</b>	(562) 946-2237 (562) 946-5818 F	10400 Pioneer Blvd, Santa Fe Springs, CA 90670
<b>Special Services Group (SSG)</b>	<b>Herb Hatanaka</b>	(310) 323-6887 (310)323-1570 F	19401 S. Vermont Ave., Ste A-200, Torrance, CA 90502
<b>The Community College Foundation</b>	<b>Delia Johnson</b>	(213) 427-6910 (213) 383-8243 F	3530 Wilshire Blvd., Suite 610 Los Angeles, CA 90010
<b>The Children's Collective, Inc.</b>	<b>Jackie Kimbrough</b>	(310) 733-4388 (310) 733-4320 F	8021 S. Vermont Ave., Ste 2 Los Angeles, CA 90044
<b>Watts Labor Community Action Committee (WLCAC)</b>	<b>Timothy Watkins</b>	(323) 563-5639 (323) 563-5680 F	10950 S. Central Ave Los Angeles, CA 90059
<b>William S. Hart</b>	<b>Ron Rudzinski</b>	(661) 259-0033 (661) 254-8635 F	21515 Centre Pointe Parkway Santa Clarita, CA 91350



# EXHIBIT O, SCHEDULE OF WIB MEETINGS

<p><b><u>JANUARY</u></b></p> <p><b>January 12: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council <b>12:00 Noon - WIB Board Meeting</b></p> <p><b>January 24: (4th Tuesday)</b> 10:00 a.m. - Certification and Quality 12:00 Noon - Business Services/Marketing 1:30 p.m. - Finance Committee</p>	<p><b><u>FEBRUARY</u></b></p> <p><b>February 9: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council 10:00 a.m. - Finance Committee <b>12:00 Noon - Executive Committee</b></p> <p><b>February 28: (4th Tuesday)</b> 10:00 a.m. - Mature Worker Council 12:00 Noon - Intergovernmental Relations Committee 1:30 p.m. - Finance Committee</p>	<p><b><u>MARCH</u></b></p> <p><b>March 9: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council 10:30 a.m. - Finance Committee <b>12:00 Noon - Executive Committee</b></p> <p><b>March 28: (4th Tuesday)</b> 10:00 a.m. - Certification and Quality 12:00 Noon - Business Services/Marketing</p>
<p><b><u>APRIL</u></b></p> <p><b>April 13: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Finance Committee Meeting <b>12:00 Noon - WIB Board Meeting</b></p> <p><b>April 25: (4th Tuesday)</b> 10:00 a.m. - Mature Worker Council 12:00 Noon - Intergovernmental Relations Committee <b>APRIL 28 (FRIDAY) - OFF-SITE STRATEGIC PLAN REFRESH</b></p>	<p><b><u>MAY</u></b></p> <p><b>May 11: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council 10:00 a.m. - Finance Committee Meeting <b>12:00 Noon - Executive Committee</b></p> <p><b>May 23: (4th Tuesday)</b> 10:00 a.m. - Certification and Quality 12:00 Noon - Business Services/Marketing</p>	<p><b><u>JUNE</u></b></p> <p><b>June 8: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council 10:00 a.m. - Finance Committee Meeting <b>12:00 Noon - Executive Committee</b></p> <p><b>June 27: (4th Tuesday)</b> 10:00 a.m. - Mature Worker Council 12:00 Noon - Intergovernmental Relations Committee</p>
<p><b><u>JULY</u></b></p> <p><b>July 13: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council 10:00 a.m. - Finance Committee Meeting <b>12:00 Noon - WIB Board Meeting</b></p> <p><b>July 25: (4th Tuesday)</b> 10:00 a.m. - Certification and Quality 12:00 Noon - Business Services/Marketing</p>	<p><b><u>AUGUST</u></b></p> <p><b><u>No regular meetings scheduled</u></b></p>	<p><b><u>SEPTEMBER</u></b></p> <p><b>September 14: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council 10:00 a.m. - Finance Committee Meeting <b>12:00 Noon - Executive Committee</b></p> <p><b>September 26: (4th Tuesday)</b> 10:00 a.m. - Mature Worker Council 12:00 Noon - Intergovernmental Relations Committee</p>
<p><b><u>OCTOBER</u></b></p> <p><b>October 12: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Finance Committee Meeting <b>12:00 Noon - WIB Board Meeting</b></p> <p><b>October 24: (4th Tuesday)</b> 10:00 a.m. - Certification and Quality 12:00 Noon - Business Services/Marketing 1:30 p.m. - Finance Committee</p> <p><b>October 27 - Half-year Off-site Planning Retreat (one day)</b></p>	<p><b><u>NOVEMBER</u></b></p> <p><b>November 9: (2<sup>nd</sup> Thursday)</b> 10:00 a.m. - Youth Council 10:00 a.m. - Finance Committee Meeting <b>12:00 Noon - Executive Committee</b></p> <p><b>November 28: (4th Tuesday)</b> 10:00 a.m. - Mature Worker Council 12:00 Noon - Intergovernmental Relations Committee 1:30 p.m. - Finance Committee</p>	<p><b><u>DECEMBER</u></b></p> <p><b><u>No regular meetings scheduled</u></b></p>

**MEETING VENUE: CSS Headquarters Offices - 3175 W. 6<sup>th</sup> Street, Room 105 - Los Angeles, CA 90020 - Tel No. (213) 738-2593**

APPROVED NOVEMBER 9, 2005